

A Letter to the Proprietors  
of East-India Stock, on the Sub-  
ject of Lord Clive's Jaghire

By  
John Dunning,  
Lord Ashburton

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L E T T E R

TO THE

PROPRIETORS OF EAST-INDIA STOCK,

ON THE SUBJECT OF

Lord CLIVE'S JAGHIRE;

OCCASIONED BY

His LORDSHIP'S LETTER on that  
Subject.

*By John Winning, Lord  
Ashburton*

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L O N D O N,

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M DCC LXIV.

UNIVERSITY OF CALIFORNIA  
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R E T E R

TO THE

THEOLOGICAL INSTITUTE

ON THE SUBJECT OF

THEOLOGICAL INSTITUTE

DESIGNED BY

THE THEOLOGICAL INSTITUTE  
Subject.

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L O N D O N

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M D C C L I X

UNIVERSITY OF CALIFORNIA  
AT LOS ANGELES



Saturday, April 28, 1764.

**A**S the noble Lord, to whom the supreme Command, Civil and Military, of your Settlements and Armies in *Bengal*, was lately offered by a Resolution of a General Court, has thought fit to insist on certain Terms as the Conditions of his accepting that Appointment; as you are now called on by an Advertisement in the News-papers to meet again on *Wednesday* next for the Purpose, as it is generally understood, of considering and deciding on those Terms, one of which is said to be your Acquiescence in his Lordship's Claim to a Rent or Tribute of 30,000*l.* a Year for Lands in the Company's Possession in that Province; as this Claim is of a Nature not very generally understood; as it is nevertheless of infinite Importance to the Company, that it should be rightly understood before it is determined; and as it is probable the Proceedings of the next General Court, like those of the former, will be conducted with so much Violence and Disorder by Persons interested to misrepresent and mislead, that it will be difficult, perhaps impossible, to explain it there; for all these Reasons, a Proprietor and Friend of the Company takes this as a more eligible Method of offering you his Sentiments, the Result, however hastily expressed,

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pressed, of proper Information and of cool and dispassionate Inquiry.

It will be necessary to premise, lest more should be expected than is intended, that I do not mean to meddle with any other Parts of the Letter addressed to you by the noble Lord, and published at the Eve of the late Election, than such as relate to this Claim; nor to advert to that Letter at all, further than is material to the Subject in my own Way of considering it.

Without further Preface then, which perhaps is not necessary; or, if it be, the Time will not allow; I proceed to the Consideration of the several Questions, into which the Subject seems naturally to resolve itself. 1. The Propriety of the noble Lord's Conduct abroad in relation to the Subject-matter of his Claim. 2. The Validity of his Claim. And 3. the probable Consequences of your Acquiescence in it.

To understand the first of those Questions rightly, it is necessary you should have a right Notion of the State of the Country, and of the Company's Affairs there at that Period.

You will recollect, that *Suraja Dowla*, the reigning Souba of *Bengal*, having plundered your Settlements, destroyed many of your Servants, and driven out the rest from his Dominions, to recover those Settlements and prosecute this War on the Part of the Company, a Fleet and Army was sent from *Madrafs*. This Armament arriving safely, and its first Operations proving successful, the Souba found himself constrained to enter into a Treaty, restoring your Settlements, and engaging to restore or make Satisfaction for the Plunder: But his

Motions indicating an Intention to disregard this Treaty, and, as the noble Lord says, to extirpate the *English* as soon as the Troops and Squadron left the River; it was judged necessary to renew the War, and to disarm him of the Power of doing further Mischief. Each Side accordingly recurred to Arms, and after some Operations of little Importance, in which the *English* were still successful, they obtained at length a decisive Victory at *Plassey*.

To whom our Thanks were due for these Successes, whether the Merit, as well as the Honour, of that Victory is to be wholly ascribed to the noble Lord, as his zealous Friends would persuade us, or what Degree of Credit is due to the Whispers then very current in *India*, which have since found their Way to *Europe*, and point our Gratitude to other Objects, it is foreign to our present Purpose to inquire. Having no Resentments to gratify, nor any Spleen to indulge, I confine my Inquiries into the noble Lord's Conduct to such Parts of it only as respect the Question before us.

It suffices then to observe, that the *English* Arms, and the *English* Arms alone, having obtained this Victory, the Company were now the Masters of *Bengal*; or (to use the noble Lord's Words) "the Company acquired and had delivered into their Hands the absolute Power over the three Provinces of *Bengal*, *Bahar*, and *Orixa*, whose ordinary annual Revenues produce three Millions and a Half *Sterling*, insomuch that they were enabled to set up and establish in the Soubaship any Person they thought fit."

In this Situation we are to inquire what *ought to have been* done, and what *was* done.

To shorten this Inquiry, I decline going into a particular Discussion of the Question, whether it was most for your Interest to set up a new Souba, or retain the Soubaship in your own Hands: A Question on which some of the most able and best informed of the Company's Servants differ in Opinion, each supporting his own with Arguments that deserve more Consideration than we have Leisure to afford them.

It is to be observed however, that the Engagements entered into with *Meer Jaffier*, in the secret Negotiation conducted by Mr. *Watts*, previous to the Battle which ended in the Defeat and Death of the Souba, do not appear to have afforded any just Objection to the Victors making whatever Use of the Victory they thought most proper; those Engagements being entered into, and the Scheme of placing *Meer Jaffier* in a Government to which he had no Pretence of Title being adopted, in Expectation of that Officer's active Concurrence with the Troops under his Command in the Execution of a Plan by which he was to profit so largely, and under an Engagement on his Part so to do: Instead of which, instead of joining the *English* Army, and acting against the Souba, the crafty old Traitor, determined in all Events to secure himself, had actually rejoined the Souba before the Battle, and by his Conduct at that Time raised well-grounded Suspicions of that Insincerity of which the Company has since had so much Experience: In the Action itself he took no Part, and so doubtful was it, what Part he

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inclined to take, that it was thought necessary, when his Troops advanced, to employ your Artillery to compel him to retire. With so little Merit, and so little Faith on his Part, there could be no Reason for a scrupulous Adherence, or indeed for any Attention on yours to the Engagements entered into with this Man, who had himself so grossly neglected them.

It is to be presumed therefore, that the noble Lord was induced to prefer and to persevere in the Plan of raising *Jaffier* to the Soubaship from an Opinion, that the Government of a Native would be more readily submitted to, and would be equally beneficial to the Company; as the new Souba was a Creature of your own, raised by your Arms, and without any other effectual Resource for his future Support: Nor does there appear, all Circumstances considered, sufficient Reason to pronounce, that those who entertained this Opinion judged amiss. It may be doubted, whether a territorial Sovereignty of such Extent could be properly governed under the limited Powers of a Company instituted for very different Purposes: And it seems pretty certain, that in the necessary Attention to this Object the Company must have lost Sight of the commercial Principles of its original Establishment, an Establishment, which, in a Country like ours, would perhaps be ill exchanged for all the Revenues of the Soubaship, could they be safely collected and transmitted hither.

It cannot however be questioned, but that, with the Power in your Hands of disposing of the Soubaship itself in any Manner you should think



think proper, it was the Duty of those, who exercised this Power on your Behalf, to make such a Disposition of it as would effectually secure to the Company the just and proper Objects of the Enterprise in which that Power was acquired; and those were Restitution and Satisfaction for past Injuries, and a proper Establishment to prevent future.

For the first of those Purposes a large Sum of Money was stipulated to be paid by *Meer Jaffer*. Let us see what Care was taken of the Second, and this is the material Point of our Inquiry.

In former Wars among the Country Powers, your Servants, minding their proper Business only, affecting no other Character than that of Merchants, and taking no Part with either of the contending Parties, were wholly unconcerned in the Event. Pretending to no Power, they provoked neither Jealousy nor Resentment: Their supposed Wealth exposed them now and then to Exactions and Oppressions, in common with the other Inhabitants of the Country; but *Suraja Dowla* was probably the first of the Princes of *Indostan*, who thought it his Interest to extirpate them: in all Changes of the Government hitherto they were suffered, whoever prevailed, to go on as before, and were considered as a useful, industrious People, whose Commerce enriched the Country, and increased the public Revenues. Perhaps it would have been happy for the Company, if they had never been known to the Natives of *Indostan* in any other Character.

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Your Situation was now much changed. Having the whole in your Power, you were now to determine, whether your future Establishment in this Country was to be wholly commercial, wholly military, or a Compound of both. Having determined to place *Meer Jaffer* in the Soubaship, it was further to be determined, whether you should yourselves return to your old System, or adopt a new one.

Your old System was most agreeable to your Constitution, and, if it could be safely pursued, more likely to produce you the regular Returns you expect in *Europe*, than any Scheme of Power or Conquest, however successfully executed. It might be hoped, that, under the Protection of a Souba of your own Creation, you might be permitted to pursue your Trade with at least as much Advantage as heretofore, and enjoy the just Profits of that Trade unincumbered with military Expences.

On the other Hand it might be reasonably doubted, whether your Settlements could now subsist in the defenceless Condition they had hitherto been. Having taken up Arms, and proved by your Successes your superior Skill in the Use of them, it was to be feared the Country Powers, who had experienced the Weight of your Interposition, would lay hold of the first Opportunity to crush an Establishment they had found to be so dangerous and formidable. The new Souba himself (reasoning only from the general Treachery of the Country, and without laying Stress on his personal Character more particularly stained with that Vice) was unlikely, should he ever find himself firmly established,

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to be restrained, by Motives of Gratitude, from employing his Power to the Destruction of those who gave it him. As a more immediate Danger, the Successes of the *French* in the *Deckan* gave Reason to apprehend a Visit from them in *Bengal*; nor were they the only *European* Neighbours, whose Enterprises it behoved the Company to guard against. Beyond all this, it was not to be expected, that the newly appointed Souba should be able to establish himself in that Dignity, or maintain it a Moment, without a Continuance of the same Support by which he had been raised to it. These Reasons concurring seemed to evince the Propriety of erecting new and expensive Fortifications, and of raising a large military Force to be kept in constant Pay, provided this could be done without Detriment to your Trade. But it is obvious, to all who know the enormous Expence of a military Establishment in that Country, that the necessary Charge of raising those Fortifications, and maintaining that Force, would exceed, perhaps in a quadruple Proportion, the whole Profits of your Trade there. In short, the Security of your Trade required the Protection of Fortifications and a military Force; and yet to adopt that Plan, without some other Fund to support the Expence of it, was apparently destructive to the Trade it was meant to support.

The obvious and only Expedient was, to appropriate to this Use a sufficient Part of the Revenues of the Country, the whole of which were become your own by a much better Title than they had been his from whom  
you

you took them : And this appears to have been the noble Lord's Idea at the Time of preparing the Articles, which he instructed Mr. *Watts* to propose to *Jaffier* ; one of which was, " That a Tract of Land be made over to the *English* Company, whose Revenues shall be sufficient to maintain a proper Force of *Europeans* and *Seapoys* to keep out the *French*, and assist the Government against all Enemies." \*

For this Purpose the 9th Article of the Treaty with *Jaffier* provides, that " All the Lands lying to the South of *Culpee* shall be under the Zemindary of the *English* Company, and all the Officers of those Parts shall be under their Jurisdiction ; *the Revenues to be paid by them in the same Manner with other Zemindars.*"

The Treaty contains a further Engagement on the Part of the intended Souba, to defray the Charge of the *English* Troops, when he should call for their Assistance, whilst actually employed in his Service : But, for the constant regular Expence of maintaining an Army in Readiness to be so employed when called for, the 9th Article before-mentioned is the only Provision. By this Article, the Company were to become Zemindars or Renters of those Lands, at the old Rents usually paid by former Zemindars, amounting to near 30,000 *l.* per Annum. To derive any Advantage from this you were to find under Tenants to farm the Lands at improved Rents ; and the Difference between the old Rents you were to pay, and the improved Rents you might receive, whatever that should be, was to be your Profit, the Fund to support the future military Establishment.

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\* Memoirs of the Revolution in *Bengal*, Page 90.



blishment which the new System had rendered necessary.

The first Observation, that strikes one on reading this Article, is the strange Impropriety of reserving these Lands to the Company in the Character of Renters only, instead of retaining to your Use the absolute Property and Dominion; inconsistently subjecting the Company to a Dependence on that very Government which your Servants were then establishing, when the Object of the Reservation was a Force to maintain an Independence of that Government, and indeed to continue the Government itself for ever dependent on the Company. This Dependence of Zemindars on the Souba may be thought of little Consequence, but it is not so. The noble Lord himself thinks otherwise, when he mentions it as one of the Circumstances that gave him Pleasure in reading his Patent, "that the Company was thereby freed from all Dependence on the Government." I go along with the noble Lord in thinking it very desirable that the Company should be freed from this Dependence; but if his Lordship thinks, that the proper Way of freeing the Company was to substitute himself in the Place of the Government, there we differ.

The more important Consideration however upon this Article is, the Competency of the Fund it provides to the Purposes for which it was provided. The nett Produce of the Lands for the first Year (1758) I am well informed, was 14,041*l.* 3*s.* after discharging the Rent. From that Time the Company have



have received no regular Accounts; but the Sums paid into the Treasury at *Calcutta*, subject to the Rent and perhaps to other Deductions, are as follow: For 1759, 43,749 *l.* 13 *s.*—For 1760, 69,839 *l.* 14.—For 1761, 73,800 *l.* 17 *s.*—For 1762, 70,104 *l.* 13 *s.*—On a Medium therefore of these five Years, the Produce of these Lands appears to have been about 60,000 *l.* a Year, subject to a clear Rent equal to one half of that Produce; and the other half only is the Fund, by which your military Establishment was to be supported; a Fund so disproportionate, that it is almost ridiculous to have been so minute in this Part of our Inquiry.

Yet to give you a general Notion of the Expence of a military Establishment in *Bengal*, and at the same Time to set you right in some Facts, which through Interest or Ignorance have been strangely misrepresented (and which is the more necessary, as a Project is said to be on Foot for rendering this Article still more expensive than it has hitherto been) it is fit you should know, that, from the Accession of *Meer Jaffer* to the Soubaship in 1757 to the 14th of June, 1760 (which was not long before his Deposition) the whole Sum paid into your *Bengal* Treasury from every Source, including the Produce of your Exports to that Country, and all that could be got from the Souba of the large Sum he had stipulated to pay by Way of Reimbursement for your former Losses and Expences, and excluding only occasional Supplies to *Madras* and your other Settlements, was so fully exhausted by the vast Charge of

your military Forces and military Works added to the ordinary Expence of the Settlement, that Mr. *Holwell*, the then Governor, in a Letter of that Date, which he has lately published, \* representing to General *Caillaud* the then State of the Settlement, tells him there remained in the Treasury but one Lack and a half of Rupees, without any Hope of a further Supply, even by Borrowing ; so low was the Company's Credit.—The bare Pay of your Troops, we learn by the same Letter, amounted to 50,000 Rupees a Month, exclusive of the Charge of military Stores, &c. which he calls immense ; and the Charges of the Works then carrying on amounted to nearly twice as much more. Those Works were projected by the noble Lord, and carried on under his Direction, as long as he thought fit to remain in *India* ; and this Article of Expence alone is estimated at upwards of 580,000 *l.* Sterling. So far is it from being true, as has been insinuated and indeed asserted, that, out of the vast Sums paid into your Treasury in Consequence of the Treaty with *Meer Jaffier*, you have been reimbursed your whole Damages, Losses, and Expences, and enabled to carry on the whole Trade of *India* for 3 Years, besides supporting your military Expences both in *Bengal* and *Coromandel*, that I have the best Authority to say, the whole of your Exports to *Bengal* during that Period have been absorbed by those Expences, and your Servants there obliged to draw upon the Company here for more than the Value of your Imports. Nay, even since the Acquisition of an additional Revenue, procured

\* Mr. *Holwell's* Address to the Proprietors, &c. P. 58.

cured you by Mr. *Vansittart*, to the Amount of near 600,000 l. a Year, it is inconceivable how small a Balance remains to the Company upon your whole Revenue in that Province, thus augmented, after defraying the Expence of maintaining your present Establishment.

Was it not then the Duty of those, who on Behalf of the Company adopted a military Plan necessarily attended with such Expence, to have reserved a Fund in some Degree adequate to support that Expence; and will it be pretended that 30,000 l. a Year was, or could be, under any Management, and with any Œconomy, an adequate Fund? I mean not, it would be unjust, to impute the Neglect to the Gentleman who settled the Treaty with *Jaffier* (Mr. *Watts*.) Under the Circumstances he was, it would be too much to expect from him a complete and perfect Regulation of every Thing necessary to be regulated between the future Souba and the Company. It is indeed a high Degree of Merit in him to have done so much towards it; and he will be found, on a Comparison of the Articles he signed with those recommended to him, to have made a Treaty upon the whole much more beneficial to the Company. It would be unjust too to the noble Lord to expect, that amidst the Triumphs of Victory, and the various Objects which in Consequence of that Victory engaged his Attention, he should set himself instantly to correct the Mistakes, or supply the Imperfections of that Treaty. But surely, when the Souba's Treasury had been sufficiently examined, and the proper Arrangements made there; when the new Souba, "agreeable,

greeable, we are told, to the Custom of Eastern Princes, had made Presents to such of the *English*, who by their Rank and Abilities had been instrumental to the happy Success of so hazardous an Enterprize, *suitable to the Rank and Dignity of a great Prince.*" When the noble Lord in particular had, as he is pleased to tell us, indulged himself in this "*honourable Opportunity*" of acquiring an "*easy Fortune;*" and "*the Company's Welfare*" was become "*his only Motive for staying in India;*" when he had coolly considered the Treaty at his Leisure, had experienced the Amount of your military Expences, had informed himself of the Value of the Lands reserved by the 9th Article, and consequently knew how inadequate this Reservation was to its Object; it might then not unreasonably be expected, that the noble Lord would have had so much Attention to that Welfare of the Company, which he stayed to promote, as to think of some Means, while it was yet in his Power, to make good a Deficiency too visible to be overlooked, and too dangerous to remain unsupplied without certain Ruin to the Company. If he had deigned to turn his Thoughts to this Subject, a much less Degree of Penetration, than his Lordship possesses, would have suggested to him, that the first Step to be taken towards supplying this Deficiency was to correct the Treaty in this Article; to procure a Discharge, if it were necessary, from the Souba to the Company of the Rent improvidently agreed to be paid him; or, in Substance, (whatever Form it might be proper to use) to resume



resume your Property in those Lands, and apply their whole Produce (where it was so much wanted) to the Purposes for which they had been set apart. By this Step alone the Fund would have been doubled, and the Company delivered from that Badge of Subjection so unsuitable to those Ideas of Independence and Superiority, which his Lordship in other Instances appears to have adopted in their full Extent.

The better to enable you to judge of what in those Circumstances you had a Right to expect, you will doubtless be glad to know what others of your Servants in the like Circumstances have done.

Every body knows, that on your first Settlement in *India* as Traders by Permission and under the Protection of the Princes of the Country, your Condition obliged you to submit to whatever Terms those Princes thought fit to require, as the Price of that Permission and Protection. Besides pecuniary and other Presents at first, some kind of annual Acknowledgement, by Way of Rent or Tribute for the Districts allotted you, was generally insisted on.

In the *Carnatick*, for Instance, you were required to pay an annual Rent or Tribute of 4000 Pagodas, or some such Sum, for your Possessions on the Coast of *Coromandel*; and it was accordingly paid till the late long expensive War on that Coast, fomented, if not begun, as the noble Lord observes, on Principles of *French* Ambition, and now happily terminated by *English* Valour. This has produced



duced almost as great a Change in your Situation there, as that we have before spoken of has done in *Bengal*. Instead of continuing to carry on your Trade as usual, under the Protection of the Nabob of that Province, you became his Protectors, assumed a military Character in his Defence, and maintained him in a Government, which without your Support he must long since have lost. The Relation between you and the Nabob being thus inverted, the Rent or Tribute was thought of no more. If your Servants there had been actuated by a Spirit of Conquest, they might in their Turn have required of the Nabob the like Badge of his Dependence on the Company. They judged better; they were content with a real, without a nominal Superiority: Still mindful of their Duty, they lay hold of this Opportunity to enlarge your Possessions near *Madras*, (which had been found too narrow and inconvenient) by the Addition of a neighbouring District of considerable Value called the *Poonomalel* Country, the whole of which they retained, and still retain, as the Company's Property, carrying the whole Produce to the Company's Account, subject to no Rents or Jaghires, and in perfect Independence of the Nabob, who had too much Sense to expect, and had to do with People too attentive to your Interests to submit to the Payment of a Rent for the small Part they found necessary to retain of a Principality, the whole of which had been more than once conquered for him by your Arms.

In like Manner in the *Deckan*, the Company intending, in the Time of the Emperor *Furruckseer*, to form a Settlement in the Isle of *Divy*, obtained a Grant of that Island under an annual Rent, but were obliged to lay aside their Scheme of settling there by Means of the Opposition it met with from the Souba, and the subsequent Troubles of that Country. From hence your Title lay dormant till 1759, when, the Successes of Colonel *Ford* against the *French* having driven them out of that Country, four large Provinces, which *Salabatjing*, the present Souba, had ceded to the *French*, (or they, in other Words, had taken from him) were given back to that Prince; but the City of *Masulipatam*, being of Importance from its Situation to the Company's Trade, was retained for the Company with several adjacent Districts of near 100,000 *l.* a Year Value, such a Revenue being thought necessary to defray the Expence of maintaining a sufficient Force to defend this new Acquisition. From that Time you have been, and are still, in Possession of the City and Districts thus acquired as your own absolute Property, and of *Divy* likewise; and the Rent under which the latter was originally granted has never been demanded or thought of. The Souba, sensible that the Company had all the Right that Conquest can give to the Whole, rejoiced to find himself restored to that large Tract of Country which the *French* had obliged him to give up to them, with an Exception of the small Part the Company chose to reserve, their Title to which he

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readily

readily confirmed, and the Payment of a Rent for it was never dreamt of on either Side.

To return to *Bengal*—When Mr. *Vansittart* in 1760 found it necessary to enlarge the Company's Possessions, in order to make the military Fund equal to the Demands upon it, he required on your Behalf, and procured “ a much larger District of Country (to use the noble Lord's Words) than the Company had before enjoyed under the Treaty with *Meer Jaffier*, together with a larger Estate and Interest in those Lands, than they had in those before granted ;—and, instead of reserving to the Government the usual *Rents of Homage* which those Lands were subject to, *both the Lands and those Rents were granted to the Company.*”

Perhaps what has been said may suffice to satisfy you, that the same Attention to the Welfare of the Company which was shewn by your Servants under similar Circumstances in the *Carnatick*, in the *Deckan*, and in 1760 in *Bengal*, you had a Right to expect from those who conducted your Affairs in the last-mentioned Province in 1757 ; at least, that the noble Lord, who continued in *India* above two Years after, the Governor of your Settlements, and the Commander of your Armies, should have corrected the Impropriety of the Treaty in this Respect in the Manner the Interest and Honour of the Company appear to have required.

That this might have been done at any Time, cannot be denied. The Souba who was not more indebted to you for his Elevation, than dependent on you for the Continuance of his Government, who might have been, as he afterwards

terwards was displaced without Commotion or Bloodshed, and would have sunk into Nothing, if you had discontinued your Support ; a Creature, in short, in whose Name the noble Lord was understood to govern the Soubaship in every Thing in which he chose to interpose, must have submitted to this, or any other Demand that might have been made on him. That this Demand might have been justly made on him, supposing him less indebted to you than he was, and that it was even beneficial to him to have complied with it, is equally clear, if it be remembered that the Force, which this Revenue was wanted to maintain, was as necessary to his Safety as to your own. More, I presume, need not be said to convince you, that if the Souba, when it was proposed to him, or when he proposed, (for it matters not which) to relinquish his Pretensions to this Rent in Favour of the noble Lord, had been desired to do it in Favour of the Company, he would with equal Readiness have submitted to it.

In whose Favour then ought this to have been desired ? Or rather, to whose Account ought this Cession, when obtained, to have been carried ? The Company (to adopt an Expression of his Lordship's) had a particular Claim, wanting it for a Purpose in which the Souba had an equal Interest. His Lordship pretends not to any particular Claim. The Souba's Generosity had been so *suitable to the Rank and Dignity of a great Prince*, that the noble Lord's Fortune was *easy*, and he had received the *Reward of his honourable Services.*" The Company's Fortune in that Coun-



try was by no Means *easy*, and they were constantly rendering Services for which *they had no Reward*. You were surely then as proper Objects of the Souba's Gratitude, whose Troops and whose Servants had made him what he was, as the noble Lord, who was only known to him as the Leader of those Troops, and the first of those Servants; but to suppose that Gratitude, or any Consideration of that Sort, had any Part among *Meer Jaffier's* Motives to the Concession, is to forget the Character of the Man, and indeed of the Country, as it is generally represented to us; and, not only so, is contrary to the Fact, according to my Lord's Account of it, from which it plainly enough appears, as the Truth undoubtedly was, that it proceeded from a Conviction in the Nabob, founded on the Experience he had had, that it was impossible to support himself without the Company's Assistance; and a Consciousness that what he was desired to give his Consent to part with might be taken from him, whether he consented or no; he gave up therefore what he knew he could not retain, having first discovered as much Disinclination as he durst.

To do Justice even to such a Character as *Meer Jaffier's*, it is pretty clear that the same Consciousness of the Company's Power, the same Desire of engaging the Support of that Power, and the same Dread of its being otherwise employed, were the most prevalent, if not the only Motives to Acquiescence with the several other Princes, from whose Dominions the Company



pany has lopped off the Acquisitions we have lately spoken of.

The noble Lord would have it understood, that *Meer Jaffier's* Grant to him proceeded from his Sense of the Services that had been just then rendered him in the Expedition to *Patna*, and the Conviction he had of the Value of such sincere Allies. At whose Expence and Risque then was that Expedition undertaken? Who were those Allies, the Value of which *Meer Jaffier* had then discovered? Whose were the Troops, and in whose Pay was their Commander, by whom those Services had been rendered, of which *Meer Jaffier* entertained this Sense? Let us suppose what is not to be supposed, that *Meer Jaffier*, knowing nothing of the Company but the Persons of its Servants, had been really grateful; but had so far mistaken the proper Object of his Gratitude, as to have intended this Favour for his Lordship, unasked and unsolicited, which the noble Lord confesses was not the Case; was his Lordship to profit by this Mistake, to the Prejudice of the Company, whose Servant he was, and whose Service had enabled him to raise himself to a Station for which most Men would have thought, though his Lordship is pleased to think otherwise, they *owed the Company something in Point of Gratitude*.

But the noble Lord denies, that this Claim of his can be attended with any Prejudice to you. Having before told you, that the rest of his Fortune, arising, as he says, from the grateful Bounty of the Nabob, and for which nothing like Gratitude is due to the Company,

was

was “acquired without Prejudice to you, and that you would not have had more for his having had less;” He is pleased to apply the same Observation to this Claim likewise, affecting to consider it as a Question between him and the Mogul, or between him and the Nabob, in which you have no Manner of Interest or Concern. This Argument his Lordship very artfully presses, his Advocates every-where make great Use of it, and it seems to have made Impressions in his Favour on the Minds of disinterested People unacquainted with this Subject. But this Argument will not, I trust, have much Weight with you, if you are satisfied by what has been said, that it ought to have been yours, if it is not; that it was his Lordship’s Duty to have retained or procured it for you, and that it was not merely a Neglect, but a Violation of that Duty to employ the Influence you gave him to procure it for himself. You will recollect too, that, supposing his Lordship’s Claim invalid, you have still the same Power to appropriate this Rent to your own Use, and the same Influence to procure every body’s Consent that may be thought necessary, whenever you please. Nor is this all; it is certain, as certain as any Thing that has happened can be, that, had his Lordship only neglected his Duty in this Instance, without putting it out of the Power of those who came after him to repair that Neglect, this Revenue would long e’re now have been yours. It is not to be doubted, but that the Payment of it to the Souba, had it continued to the Revolution in 1760, would have continued no longer. Those who brought a-

bout

hout that Revolution, who found it necessary to add other Lands of much greater Value to the Company's Possessions, would have required for these, as they did for those, an absolute Independence of the Country Government, and would have carried the full Produce of the whole to the Company's Account, conformably, as we have seen, to what had been done in the like Case in the *Carnatick*, and in the *Deckan*. You will judge then, with what Truth you have been told, that this Lordship and Rent, or, as my Lord somewhere in his Letter calls it, *his Estate in the East-Indies*, was "made over to him, no Prejudice resulting to the Company — and only this Difference, that you are to pay the Quit Rents to him instead of the Government: a clear Profit to this Nation of 30,000*l.* a Year." It is strange his Lordship should so far mistake the Nature of his Claim, as to see it in this Light; but there are Passions in the human Breast that pervert the Understanding; unfortunately they grow with Indulgence, and admit of no Satiety.

If you have still a Doubt of the Opinion you ought to entertain of this Transaction, change but the Scene, and suppose it to have happened nearer home. Suppose any of those gallant Officers, who during the late War, without Disparagement to the noble Lord, contributed as much to support and extend the Honour and Terror of the *English* Name in other Parts of the Globe, as the noble Lord was doing in *Asia*, had employed the Influence, which their Commands, their Successes in those Commands, and, if you will, their personal Merit in obtaining  
those

those Successes had given them, to the Acquisition of a territorial Dominion in the Countries they had conquered to their private Use. Suppose, if you will, they had only accepted such a Dominion from Friends or Foes against his Majesty's Inclination, or even without his Permission; what would have been thought, and what would have been said of those Officers? Does then the physical Difference of Climates introduce a different Set of Rules for the Conduct of an Officer in *Asia*, in the Service of a Company, to whom the King's Favour has in this, and many other Instances, delegated his Sovereign Rights?

Before we dismiss this Question, let us once more recollect the Instances we have before given of Acquisitions for the Company by others of its Servants. We have seen that they have judged differently for the Company; let us now see, whether there is any Resemblance in their Conduct to that of the noble Lord, in their Manner of judging for themselves.

Can it be doubted (I am sure it will not by those who know the Parties and their History) but that the Services rendered to *Mahomet Ally Khan*, the Nabob of the *Carnatick*, by General *Lawrence* were as important as those of the noble Lord to *Meer Jaffier*, his Influence with him as great, his Pretensions to a Jaghire as good, and the Means of obtaining it as easy? Yet such has been the Continenence, such the Virtue of that brave old Soldier, whose Abilities have been so long employed to your Advantage in the Council and in the Field, whose Penetration first discovered the noble Lord's Military Merit,



rit, whose Protection encouraged it, and whose Example taught him to conquer, that, after a long Life worn out in your Service, almost as poor as when he first entered it, when, instead of accepting or soliciting Jaghires, he was lately importuned by the *Nabob* to accept some Proof of his Gratitude; he paid into the Company's Treasury the Present that was sent him (a Lack of Rupees, 12,500l.) the Moment he received it, and refused to apply a single Rupee to his own Use, till the Transaction had been communicated to your Court of Directors, and the Ships of the last Year carried him out their Permission.

Can it be doubted, but that, when Col. *Ford*, after driving the *French* out of the *Deccan*, was restoring to *Salabatjing* the four fine Provinces, of which they had long dispossess'd him, the *Souba* would have consented to any Division that might have been proposed to him, of the Produce of the Lands he was to give up to the Company? Yet that worthy Officer has no Jaghire, and You have the whole Revenue.

Can it be doubted, but that *Meer Cossim* was as much obliged to Mr. *Vanfittart*, General *Cailaud*, and the rest of the select Committee, who raised him to the Soubaship, as *Meer Jassier* had been to the noble Lord? Or that, if it had been proposed to him, he would have reserved the Lordship and Rents of the Lands agreed by the Treaty to be given up to the Company, and afterwards would at any Time have granted that Lordship and those Rents to his Benefactors in any Manner they chose?---Yet, You have the whole Property and Produce of the Lands,

and none of those Gentlemen have Jaghires. Nor must it here be forgot, that when the new *Souba* was preparing to follow the Example of his Predecessor, and shower down his Favours upon those, who by their Rank and Abilities had been instrumental in his Promotion, suitable, as the noble Lord expresses it, “to the Rank and “Dignity of a great Prince,” Those Gentlemen have the Merit of refusing no less than 20 Lack of Rupees, 250,000*l.* and to this Hour have received no Fruits of his Gratitude, or of his Bounty.

If no Instances of the Kind we are seeking, are to be found among your own Servants, let us employ another Page in enquiring into those of your Rivals.

The Dutch are too sober, too provident, and too wise, to give us any hope of finding Examples of this Sort among them. The Severity of their Constitution allows no body to reward their Servants, but themselves; with them every Present which Gratitude or Bounty produces, be it large or small, is carried to the Company's Account.

The French have the same Rules, but are less strict in the Observance of them; and among them the noble Lord supposes he has found a Precedent in the Conduct of Mr. *Dupleix*. “Mr. *Dupleix* (says he) the Commander in Chief of the *French* Forces in *India*, “obtained a Title of Honour inferior to mine, “and had several Jaghires given him by the “*Nabob* of the *Deckan* in Lands ceded to the “*French* Company, which he enjoyed for several Years after he returned to *Europe*, and “until

“ until the Lands, upon which the Jaghires  
 “ were granted, were taken from the *French*.”

This, if it be one, is not perhaps the only Circumstance, in which the attentive Observer will discover a Resemblance in the Conduct of that extraordinary Personage, and of the noble Lord. Mr. *Dupleix* had great Merit with the Company he served, had render'd it great and substantial Services; but at length he ruined it. “ *Les Interets*, says he, in a Memorial he presented to the Company on his return from *India*, *les Interets de la Compagnie que je sers, & la Gloire de ma Nation ont été les Guides & la Mobile de toutes mes Operations, &c.*” Words, that cannot be better translated, than in those of the noble Lord, when he declares “ The Honour of my Country, and the Interest of the Company, were the Principles that governed all my Actions.” Mr. *Dupleix* thought his Services not sufficiently rewarded, he complained of Injustice from the Directors, he form'd a Claim on the Company, he commenced a Law-suit to support it, he was not so well advised as to drop that Suit, and try to carry his Point by other Means, he persisted, he miscarried, and is lately dead a Beggar. In which of those Circumstances the Resemblance will hold, I presume not to determine, except that it will not hold in the last. Whether Mr. *Dupleix* ever enjoyed a *Jaghire*, I know not. That, after he had adorned himself with *Indian* Titles, and *Indian* Honours, Omra, Nabob of the *Carnatic*, Joint Souba of the *Deckan*, &c. he conceived at length an Affection for an *Indian* Estate, is certain. What were the Sentiments of the *French*

Company on that Subject, how contrary to his Duty and to their Constitution, they thought it, may be seen in their Memoir.\* *They* actually claimed and *insisted* on his *carrying the whole Produce* of that Estate *to their Account*, notwithstanding an ingenious Device of his to elude it†.

What Mr. *Dupleix* himself thought of his Duty in that respect some Time before, you will collect from what follows. The first of the *Pieces justificatives*, annexed to his Memoir, gives us the Form of a Perwanna or Grant from *Cbundasaib* of several Villages in the Neighbourhood of *Pondicherry* to this Effect: “ Mr. *Dupleix*, Governor of *Pondicherry*, having acquired, by his Bravery and the essential Services he has render’d, the Good-will of my Master *Hametcha Padcha*; for these Reasons, to acknowledge the aforesaid Services, and to reward his Merit, I think myself obliged to give him *Villenour*, with its dependent *Aldees* (Villages) &c. this Donation to be enjoy’d in Perpetuity by him and his Descendants from Generation to Generation, on Condition that he does not forget the Benefit received, but returns thanks to his Benefactor, &c.†” ’Tis difficult to conceive any Form of Words, that can more strongly convey the Idea of an Intention in the Donor to confer a personal Favour on Mr. *Dupleix*, the Reward of his personal Merit, and to be enjoy’d by him and his Descendants to their own private Benefit; yet so far was he *then* from fancying that he had

\* Memoir pour la Compagnie des Indes, contre le Sieur *Dupleix*, p. 49. † Ibid, p. 195, 196.

† Memoir pour le Sieur *Dupleix*, contre la Compagnie des Indes.



a Right to understand it so, that he and his Council set themselves to consider the Advantages of this Acquisition *to the Company*, and judging it advantageous, declare their Acceptance *on the Company's behalf*. In the 48th page of his Memoir you will find a Letter of his to the Company, in which speaking of another Cession of this sort, of *Babour*, &c. he uses these remarkable Words: "All these *Aldees* are given  
 " in my Name. *It is the Custom of the Country*  
 " *always to use the Name of the Commander*; but  
 " I make no other Use of this Custom, than to  
 " deposit in your Archives Titles equally ho-  
 " nourable and profitable, *of which it is just the*  
 " *Company should have the whole Benefit*." Pursuant to this Declaration, you will find among the *Pieces justificatives*, No. 6, an account of the Company's Acquisitions from the Princes of the Country, containing both these Cessions of *Villenour* and *Babour*, with an Acknowledgment under the Hand of the Company's Cashier, that the *whole Produce* of both had been carried to the Company's Account.

So much for Mr. *Dupleix*.—And having now offered you my Reasons for the Opinion I entertain on this first Head of our Enquiry, I shall close it here, and leave those Reasons to your Consideration.

We are next to consider *the Validity* of the noble Lord's Claim;—and here, if you should feel yourselves convinced, that this Claim is founded in a Neglect and Violation of Duty, an undue Preference of any other Interests to those, which he was entrusted and bound by every Tie to defend and promote, it will be affronting the Justice and the Laws of your Country to sup-  
 pose

pose for a Moment, that such a Claim can be supported. Those Laws, Thanks to the Wisdom of our Ancestors by whom they were plan'd, and the Integrity of our Cotemporaries by whom they are administer'd, cannot be render'd subservient to any Interests but those of Justice.

It would be a Waste of your Time and mine, to enter into minute Objections in a Case which abounds with solid ones. Those which the Letter-writer states, and sets himself to answer, are in general misconceived or misapplied, with a view to the Answer; nor can one blame the Prudence of choosing, when the Objections or Enemies one is to combat are at one's own Disposal, to arrange them so as to secure a Victory: Yet in this mock kind of Warfare one is sometimes deceived, from a mistaken Opinion of our Adversary's Weakness or of our own Strength. This, or I much mistake, is the Case with the Answers to some of the Objections, even as they are stated in the Letter.

One Observation (and perhaps it were unnecessary to make another) will suffice to explain those Objections, and to lay aside the only Answer attempted to be given them, that merits your Attention. It will at the same Time vindicate your Directors of the last Year from the seeming Inconsistency, in the supposed Detection of which his Lordship argues so triumphantly.

You are to know then, what his Lordship very well knew, that these Objections were applied by those who made them to a very different Case. *Upon another Occasion, and in another Place* his Lordship had given, I presume, very different Instructions from those which  
guided

guided the Pen he condescended to use in preparing this Letter ; at least it is certain that his Claim, as it was *then* stated and attempted to be made out, was a very different thing from that which is insisted on in this Letter : And it was that Claim so stated those Objections were with no less Force than Propriety calculated to meet.

The noble Lord, or the grave and learned Pen-men he *then* employed, thought it necessary, in order to give a Colour to the Claim, to have Recourse to the Constitution of the *Mogul* Empire, and to make out his Title, as well as they could, upon the Principles, and agreeable to the Forms of that Constitution. Your Directors, ready to meet the Claim in any Form that could be given it, follow'd the noble Lord's Lead, stated the *Mogul* Constitution, which had been made the Ground-work of his Claim, more fully and more accurately, pointed out such insurmountable Objections, and such irreconcilable Inconsistencies, as evinced beyond a doubt the Claim could not be supported upon any Ideas drawn from that Constitution.

It is in this way, and upon the clear Principles of the *Mogul* Constitution, your Directors insisted, and insisted truly, “ that the Nabob  
 “ could not alienate the imperial Rents—that  
 “ the Company may be called to an Account by  
 “ the Emperor for what has been already paid  
 “ the noble Lord, and that he is therefore ac-  
 “ countable to them for what he has already  
 “ received—that at most the *Nabob's* Alien-  
 “ tion could exist no longer than his own Go-  
 “ vernment, and was not binding on his Suc-  
 cessor—

“ cessor—that his Lordship’s Acceptance of the  
 “ Dignity of an *Omrab* was contrary to his  
 “ Duty to the Company, as it might oblige  
 “ him to assist the *Mogul* and the *Nabob* in War  
 “ even against the Company—and that if that  
 “ Constitution gives the right, it gives the Re-  
 “ medy.” These Positions could not be denied,  
 nor their Effect eluded, in any other Way than  
 by abandoning the *Mogul* Constitution, the  
 Ground his Lordship himself had chosen.

In this Letter therefore the Claim starts up in  
 another shape. *Quo teneam vultus mutantem  
 Protea nodo?* You are told, your late Directors  
 have acted unfairly by his Lordship, and incon-  
 sistently with themselves in urging Objections  
 arising from the *Mogul* Constitution: And for  
 this a Passage is cited from their Memorial to  
 his Majesty, in which they appear to have  
 adopted the Ideas his Lordship expresses in this  
 Letter of the present State of that Empire; the  
 noble Lord forgetting all this while, or at least  
 suppressing from you, that in talking of, and  
 arguing from that Constitution, your Directors  
 had been only conforming to his Example;  
 and if they went out of their Way, it was to fol-  
 low him.

You are now told the Constitution of the  
*Mogul* Empire exists no longer, that “ it may  
 “ be said there is such a Prince (as the *Mogul*)  
 “ but he is almost without Territory or Power,  
 “ the little he possesses not being equal in Ex-  
 “ tent or Riches to one twentieth Part of his  
 “ Dominions, and therefore unable to enforce  
 “ in the Provinces any Authority that might  
 “ have formerly belonged to him, and he is  
 “ now



“ now so far reduced as to be a Captive to,  
 “ and in the Hands of one of the *Soubas*.”  
 Hence it is argued, that, however the Case  
 might be if the original Constitution existed, it  
 is improbable the *Mogul* should ever recover  
 the antient Dominion of his Empire; and if he  
 should, yet “ the annual Tribute stipulated to  
 “ be paid by the *Nabob* on his Confirmation”  
 comprized the Rent in question; and the *Mogul*  
 ought not to be paid both. This last Argu-  
 ment is pleasant; for to make any use of it you  
 are to understand, that, not having a right to  
 both, he is to be paid neither: the noble Lord  
 very well knew, that the annual Tribute stipu-  
 lated to be paid by the *Nabob* on his Confirma-  
 tion, had not been paid, any more than the  
 Treasures of *Suraja Dowla* have been remitted  
 to *Delhi*, which was another Stipulation on the  
*Nabob's* Confirmation; the Performance of which  
 his Lordship by his Letters frequently encour-  
 aged the *Vizier* &c. to expect. Why the last  
 mentioned Stipulation was not perform'd, you  
 will guess, if you recollect in what Manner, to  
 what Purposes; and how soon after his Accessi-  
 on *Meer Jaffier* had been prevailed on to assume  
 “ the Rank and Dignity of a great Prince.”

However the Difficulty of the *Mogul's* reco-  
 vering “ the Dominion of large and powerful  
 “ Provinces which have long shaken off his  
 “ Authority” is *now* insisted on: and the Cir-  
 cumstances upon which the noble Lord thinks pro-  
 per *now* to rest the Validity of his Title are  
 these, “ that the Patent passed all the usual  
 “ Forms of the Country, and was founded on  
 “ the very same Authority, that the Company

“ had for all their Acquisitions, *the Power of a*  
 “ *Souba.*” “ The *Nabobs* do now (we are told  
 in another Place) “ and have for many Years  
 “ exercised all those sovereign Rights, regard-  
 “ ing the Lands, and Revenues of the Provin-  
 “ ces, which the *Mogul* Emperor ever had. It  
 “ is *under the Authority of the Nabob* the Com-  
 “ pany now hold their Zemindary in the Lands  
 “ subject to my Jaghire; it is *under the same*  
 “ *Authority* they now hold, by Treaty with the  
 “ *Nabob Cossim Khan*, large Districts of Coun-  
 “ try producing near 600,000*l.* a Year to  
 “ them, without paying any Rent at all.”  
 Hence it is argued, that if *Meer Jaffier's* Grant  
 of the Jaghire to the noble Lord is invalid and  
 ineffectual, so likewise is his Grant, and that of  
*Cossim Khan* to You.

If those Grants were your Title, if there were  
 no Objection to his Lordship's Title arising from  
 his Relation and Duty to you, if the single Ques-  
 tion between you turned on the Power of the  
 Grantor (neither of which is the Case) this Ar-  
 gument would be material, and the Conclusion  
 would be fair.

But the clear and plain Answer to the Argu-  
 ment (short as it is of the Purpose for which it  
 was adduced) is that the material Fact, on which  
 the whole is built, is mistaken. It is not true,  
 we have seen that it is not true, that your Ac-  
 quisitions are founded in *the Power of the Souba*.  
 You hold not by so weak a Title. If you had  
 no better than could be given you by any of  
 those *Soubas* who since the Days of *Aurengzebe*  
 according to his Lordship, have been withdraw-  
 ing their Allegiance from their Master, and  
 usurping

usurping his Sovereign Rights, a Title so derived must participate of the Usurpation on which it was founded, and be liable to the same Objections of Illegality and Injustice. This is putting the Argument in the best Light it will bear; for it is supposing the Cessions to have been made you by some of the Predecessors of *Meer Jaffier*, who supported themselves by their own Strength, *affected* Independence of the *Mogul*, and were *certainly* independent of You. But to represent your Title to Acquisitions made in the Days of *Meer Jaffier* or *Meer Cossim* as founded on the Authority or Power of the *Souba*, is an Insult on your Understandings of so gross a kind, as can serve only to show to what wretched Shifts Men reduce themselves, who labour to support a Claim so devoid of every real Foundation.

Under God and his Majesty, you hold only of yourselves, by your own Power, acquired by your own Force, by which alone those *Soubas* acquired, and by which alone they likewise held, their Governments. In a Country like that, where, according to the noble Lord, the Constitution is lost in Anarchy and Confusion, where no Rights are acknowledged, nor any Laws submitted to but those of the Sword; it is idle to talk of any other Title.

Tho' in Point of Form therefore these Acquisitions were ceded to you by *Meer Jaffier*, and by *Meer Cossim*; a Form very properly and prudently adhered to, for Reasons that ought not, perhaps need not, be more particularly explained; it is ridiculous to consider those Cessions as having any effective Operation, or those

Acquisitions as founded in any other Title than that of Conquest, the lawful Fruits of a just and successful War. It was not by Parchments, but by the Sword you acquired this Title ; it is by the Sword, and not by Parchments, you are to maintain it.

What the noble Lord says of the Cession made to you by *Meer Cossim*, is certainly true as applied to *the Cession made to him by Meer Jaffier* ; that it is “ *as much a Consequence of the Battle of Plassey, as the Advantages which were gained immediately after that Victory.*” The Question then is fairly reduced to this, *whether an Acquisition obtained under the Influence* (directly or indirectly it matters not) *of a Force acting under your Orders, and raised and maintained at your Expence, is to be applied to his Lordship’s private Benefit or to your own.* And as it is impossible there can be two Opinions on this Question, I might here close the second Head of our Enquiry.

But lest the noble Lord should in it’s Turn abandon the Claim insisted on by his Letter, and revive his Pretensions under the *Mogul Constitution* ; and (whether he does so or no) to give you a further Specimen of the Truth and Candour of the Arguments that have been used upon this Occasion, I will trespass a Minute longer on your Patience, and take some Notice of the Answers attempted to be given to the Objections before mentioned, to be drawn from that Constitution. You will remember therefore, that this proceeds on a Supposition of the Constitution being still in its full Vigour. *That the Nabob has no Right to alienate the Imperial Rents*, is a Proposition proved



ed by the very Terms of it. The Emperor, and the Emperor only, can divest himself of his own Property. To suppose a concurrent Power in the *Nabob*, is to suppose the latter independent; and then, as each may happen to grant the same Thing to different Persons, the Supposition involves the Absurdity of two co-existing absolute Rights in different Persons, in one and the same Subject.

*That the Company may be called to an Account by the Emperor for what has been already paid his Lordship, and that he is therefore accountable to them for what he has already received, is but a Conclusion from the former Position; for if they are the Emperor's Rents, he has a Right to demand them, and it can surely be no Answer to that Demand to say, you have paid them to somebody else, under Colour of an Alienation from one who had no Right to make it. To meet this Conclusion, his Lordship insists, that the whole yearly Sum payable to the Emperor being made up by the Nabob, that is all he expects; and it is immaterial to him, what the Nabob does with the Rents, or the Lands which produce them, which the Nabob therefore may dispose of as he thinks fit, and out of them confer Favours on whom he pleases. This Argument, you see, supposes that the whole yearly Sum will be regularly paid by the Nabob: not to mention how those Payments have in fact been made, what Reason can be given why it should be required of you to pay this Money to any Nominee of the Nabob's, in which you could be safe no longer than while the Nabob was punctual in his Payments, and thus take*  
upon

upon yourselves the Risque of his becoming thro' Dishonesty unwilling, or thro' Dissipation unable, to pay the *Mogul* what he had a Right to demand, and what, if not paid otherwise, he would certainly demand of You.

But taking his Lordship's Answer to this Objection to have more Colour than it has ; supposing, for the sake of the Argument, you might rely on the *Nabob's* Care to indemnify you, by his Punctuality with the *Mogul*, against any ill Consequences of your accommodating your Payments to his (the *Nabob's*) Pleasure in Favour of his Nominee : From this very Answer arises the next Objection ; which is, *that at most the Nabob's Alienation could exist no longer than his own Government, and was not binding on his Successor* ; for could it be seriously expected in any Period of the *Mogul* Government, that any *Nabob* should have so much Regard for his Predecessor's Favourites, as to make himself accountable to his Master for what they, and not he, received. It is no Answer to this to say that “ there are Numbers of Jaghires in the Province of *Bengal*, granted by former Nabobs, “ still subsisting ; ” which only proves, that the Constitution that forbid it is *not* subsisting. The Insinuation that *Meer Jaffier* was deposed to introduce this Objection, will not be thought to require a serious Answer. To the full as extraordinary (not to remark the Inconsistency) is his Lordship's Doubt, whether *Meer Jaffier* was really deposed or no. 'Tis certain (and the Form of the Stipulation between *Meer Cossim* and the Company, to which his Lordship refers, proves it) that it was not at first intended  
to

to do more than make *Meer Cossim* Regent, and leave the Soubaship nominally with *Jaffier*; yet his Lordship, and all who know that Transaction, know that *Jaffier* himself disapproving this, and being induced by his Fears to wish himself safe under the Company's Protection at *Calcutta*, he quitted the Munsub, *Cossim* ascended it in Form, and became nominally as well as really *Souba*. His Lordship here affects to suppose, your Directors intended "to retain  
 " his Jaghire for the Benefit of the *Mogul*, to  
 " the Prejudice of Him, and of their Country." To ease his Lordship of that Apprehension, there seems very little Reason to doubt, that, if his Lordship's Pretensions had not obstructed, your Directors would, as was their Duty, have taken the proper Measures to secure it for You, who have the best Title to it, conformably to the Policy of your wisest and honestest Servants in similar Cases.

By the *Mogul* Constitution the being an *Omrah* was an indispensable Qualification, without which no Man could have a *Jaghire*. To make out his Title under that Constitution, his Lordship had stated himself to be possessed of that Dignity, under a supposed Creation in the Year 1757; and he claimed, it seems, a *Jaghire* as a Sort of Incident to it.

" To support that Dignity (says he) the  
 " *Souba*, according to the Custom of the Coun-  
 " try, assigns a *Jaghire* or Estate within his own  
 " Province." His Lordship very well knew, that in the present State of Things no such Consequence follows that Dignity: He knows many *Omrahs* without *Jaghires*: Mr. Watts  
 2 and

and Col. *Coote* are both, if I mistake not, of that Number.

His Lordship affects to be surprized, that your Directors should presume to doubt his having had the Honour of an *Omrah* conferred on him, having (as he says) “ a Copy of his “ Patent in their Custody.” Whether they had a Copy of what he calls his Patent in their Custody, I know not; but I am inform’d, and have every Reason to believe my Information true, that there are certain Books usually transmitted from each of your Settlements, which contain, or ought to contain, Copies of all the Letters that pass between your Presidents and the People of the Country; and that your Directors had, and still have in their Custody, one of those Books delivered by the noble Lord, containing Copies of various Letters to his Lordship from the Court of *Delhi*, from the Emperor, the Vizier, and the Buxey, (the two principal Officers of State) subsequent to the supposed Date of his Patent, none of which either style him an *Omra*, or make the least mention of his having any such Title conferred on him; a Silence in his Lordship’s own Judgment so inconsistent with the Idea of his being really an *Omra*, that in a Letter from the noble Lord to the Vizier, in the same Collection, dated *Sept. 19, 1758*, are these Words: “ Observing “ you have not directed your Letter to me “ with the Title the World says I have given “ me, *I am at a Loss to know whether it is genuine or not*; because (therefore, I suppose “ his Lordship means) I cannot write to the “ King to return him Thanks for his Favour  
’till



“ ‘till I am certain.” The Book, I am told, furnishes no Answer to the Doubt which the Vizier is thus desired to solve. Unluckily his Lordship has *mislaid* one of these Books, containing a Month or two’s Letters : When called for by your Directors, it is said, it *could not* be found. By this *unlucky Accident* our Curiosity to know more of this Correspondence cannot be gratified : And neither you nor I can possibly guess, what that Book would have appeared to contain *if it had not been lost*. After this perhaps it will not surprize you, tho’ it surprized my Lord, that your Directors should adopt his own Doubt of the Authenticity of his Patent.

But supposing my Lord’s Patents for the *Omra*ship, and for the *Jagbire*, both genuine, it seems to have given his Lordship Offence, that your Directors should object to *his Acceptance of those Patents, as contrary to his Duty to the Company, since it might thereby become his Duty to assist the Mogul and the Nabob in War, even against the Company*. This Objection his Lordship treats as very ridiculous. “ The Titles of Honour used in *Europe*, says his Lordship, “ are unknown to the *Indians*.” I know not what Truth or Relation to the Purpose there may be in that Observation ; but surely his Lordship depends a good deal on the *European Ignorance of Indian Titles*, when he tells us that that of an *Omra* is “ a mere Compliment which does not lay any Obligation on the Part of the Person receiving such Honour, “ to render the *Mogul* any Services whatsoever.” I am sorry he has this Notion of the Titles of

any Country. To an *European* Ear the Title itself seems to import a Designation of the Service to be perform'd. "I was created, says " his Lordship, an Omra of *the Command of* " 5000 Foot, and *the Rank of 6000 Horse.*" Let us hear Mr. *Dupleix's* Notions of this Matter, who, as my Lord observes, had one of these Titles. In a Letter of the 7th of Oct. 1742, he thus explains them: " The Title of " Azary is in this Country a Title of great Ho- " nour. It is likewise called Munfabdar and " Omrah. Dukes, Counts, and Marquisses are " here unknown. The great are only distin- " guished by the Number of Azary. Azary " means a Thousand. Thus when we say such " a one is two, 3, 4, 5, 6, or 7 Azary, it " means that *he has the Command of so many* " *Thousand Horse.* The *Mogul's* Son is the " only Person that has ten. It is the most " eminent Quality one can arrive at in this " Empire. The People of the Country regard " it as something very considerable. He who " has it has the Title of *Nabob*, and is confi- " dered as such. He marches with the same " Marks of Honour, &c." Then he goes on to describe the Flags, Drums, Trumpets, Hautboys, Elephants, &c. with which the noble Lord has a Right to be accompanied; and he concludes thus: " Les plus grands avan- " tages de ces Titres sont les Revenus qui sont " bien considerables. *Il ne convient pas de les* " *demandeur vu que l'on seroit obligé de fournir son* " *contingent en Cavaliers lors qu'on seroit requis.*" I give the *French* because there is a Pleasantry not to be translated in the *Frenchman's* Expression.

sion of the Melancholy Reflection, which obliged him to abstain from those tempting Revenues, which his Title he supposes authorized him to demand. It means in Substance this: “ The greatest Advantages of these Titles are the Revenues, which are very considerable; *but it is not quite prudent to demand them, since one shall then be obliged to furnish one’s Contingent in Horse, whensoever it is required†.*” Left this should not be sufficient let us hear what my Lord’s ingenious Friend, Mr. Scrafton, thinks upon this Subject. Speaking of the Jaghire in Question; “ It was given him (says that able Writer) as a Revenue to support the Dignity of an Omrah of the Empire, *for which he is supposed to maintain 6000 Men, and is in the Country Language called a Jaghire, which is not unlike the Lands formerly held in England by Knight’s Service‡.*” Other Writers (his Lordship knows who) define a Jaghire to be “ a Provision for the great Officers of State and Omrahs, for which they pay no Rent but *perform military Services*; being granted to them to support their Dignity, *and provide Forces when called upon by the Emperor.*” After all, the noble Lord is not to imagine that the Directors meant to have it understood, that they had any serious Apprehension of having the Strength of his Arm to contend with in *India*. They thought however that a Title, *which made this his Duty*, was unfit for his Acceptance, and incompatible with his Relation to you.

† Memoire pour la Compagnie des Indes, contre le Sieur Dupleix, p. 29.

‡ Mr. Scrafton’s Book, p. 12;.

His Lordship likewise thinks it hard that he should be referred for his Remedy to *the Mayor's Court of Calcutta*, the Judges of which, he says, are Dependents on the Company, or to *the Courts of the Emperor or Nabob*, whose Mandate or Process (he says) cannot be enforced against the Company. What would have been the proper Remedy if there were a Right, since there is none, we need not give ourselves much Trouble to enquire.

I have been told however, by Persons long resident in *India*, that the Mayor's Courts in your several Settlements are, what they certainly ought to be, as independent of the Company as any Court in *Westminster-Hall* of the Crown. The President and Council indeed (to whom an Appeal lies) *ought to be* dependent on the Company. A Majority of them have *sometimes* thought otherwise: but if the Correction properly applied to their Disobedience of the Company's *just* Orders should produce the contrary Extreme, a Disposition to obey an *unjust* Order; and such should be sent them, his Lordship forgets that he has still an Appeal to the King in Council, where their Injustice would certainly be redressed.

As to the Courts of *Indostan*, if that Constitution were subsisting, those Courts are certainly the most competent Judges of their own Laws. To those Courts therefore your Directors did properly refer him for the Discussion of a Claim pretended to be founded on that Constitution. If that Empire be (as the noble Lord now represents it, and I believe truly) resolved into Anarchy, in which private Force has con-  
founded



founded public Order, your own the prevailing Power, your Directors thought it neither just nor prudent to let an individual Servant, without your Consent, and in direct Opposition to your Interests, lay his Hand on any Part of the Plunder which had been conquered at your Charge, especially on such a Part as places you in Subjection where, in their Judgment, you ought most to wish for Independence.

I must not dismiss the Subject without taking Notice of another Circumstance which my Lord thinks a material Ingredient in his Title, and that is, the supposed Acquiescence of your Court of Directors, and, indeed, their Confirmation, as he supposes, by actual and repeated Payments to him of the Revenue in Question. “I must acquaint the Proprietors  
 “ (says he) that the Rents of my Jaghire  
 “ were regularly paid me during the Time I  
 “ was in *Bengal*; and since my Return home,  
 “ have been received by my Attornies in *Ben-*  
 “ *gal*, and remitted to me as the Ships sailed  
 “ from thence in Bills on the Company here,  
 “ which were always regularly paid without  
 “ Objection until *May* last, when on the Ships  
 “ going out for *Bengal*, which were the first  
 “ that went out after the Election on that  
 “ Voyage, I was given to understand that  
 “ Orders had been sent to stop the Payment  
 “ of my Jaghire.” In another Place we are  
 told, “The first Step my Opponents took  
 “ after the Election, was to order their Ser-  
 “ vants abroad to stop *the Rents of my Estate*  
 “ *in the East-Indies*, which *they themselves* had  
 “ regularly paid me for several Years without  
 “ Ob-

“ Objection. Their Motives for taking such  
 “ a Step, at such a Time, are too obvious to  
 “ be insisted on.” The “ dishonourable Mo-  
 “ tives” of the Court of Directors are in  
 many other Places insisted on, and in one  
 Place we are told, “ *The Company having paid*  
 “ my Jaghire so long without any Objection,  
 “ &c. one might be at a Loss to conceive  
 “ what *Foundation in Reason* there could be  
 “ for the Directors sending such Orders to  
 “ Bengal.”

What *Foundation in Reason* there was for  
 sending such Orders we have already seen.  
 Perhaps you will not think that any Objections  
*founded in Reason* to the sending such Orders  
 can be drawn from the Payments *thus repre-*  
*sented as Payments by the Company*, and to the  
*noble Lord*, when you are told that those Pay-  
 ments were at first made by Lord Clive the  
*President of your Council at Bengal*, to Lord  
*Clive the Omrah*, and the *Jaghiredar*; and since  
 to Mr. Vansittart the *Agent of that Omrah and*  
*Jaghiredar* by Mr. Vansittart the *President of*  
*your Council*. As to the Bills by which this  
 Money was remitted to *England*, drawn on the  
 Company by their proper Officer abroad, and  
 paid by them without Objection, it would be  
 impertinent in me to be telling you that Bills  
 of Exchange do not particularize the Nature  
 of the Consideration, and consequently it  
 would be a ridiculous Objection to the Pay-  
 ment of the Bills for the Company, to say,  
 the Money which you paid into our Treasury  
 for those Bills was not your own.

Such Arguments as these you will probably  
 think do not deserve an Answer: but I have  
 too

too much Respect for the noble Lord who condescends to use them to pass over in Silence any thing he thinks proper to say.

That Respect must be my Apology for detaining you by a Word or two more on the Subject of those Orders, which his Lordship chuses to refer to a *single Director*, though he well knew they were signed by Twenty. Those Orders, his Lordship chuses to suppose, proceeded from Resentment of his Conduct at a former Election, and were meant by those who gave them to deprive him of what *they knew* to be *his Property*. With what Propriety the Subject-matter of the Orders is called *his property* we have considered. The Letter he cites of Mr. *Sullivan* to Mr. *Vanfittart* imports, that “had it not been for him “ (Mr. *Sullivan*) the Measure would have taken “ Place Years ago.” It was, then, in the Opinion of the Directors of former Years a proper Measure: Mr. *Sullivan’s* Reasons for employing his Influence to *suspend* it, he told you himself at a General Court, and they appeared to have a reasonable Foundation in Justice and Attention to your Interests. But to put the worst Construction on his Conduct, let us suppose his former Opposition to the Measure arose merely from his private Friendship to my Lord, and that, the late Election having abated the *Cordiality* of that Friendship, he opposed it no longer; his Opposition to a proper Measure from such a Motive would have been Matter of just Imputation from *you*, or from *me*, but surely it would have been no Impeachment of his Lordship’s Gratitude if  
he

he had left *you* or *me* to make it. In the last Paragraph of that Letter which has been invidiously wrested to another Sense, it is not easy to discover any thing more than the Letter-writer's Friendship and Affection to his Correspondent, whose double Relation to his Lordship and to the Company could not fail to embarrass him on the Receipt of these Orders: in that delicate Situation it is recommended to him with equal Friendship and Prudence to follow the strict Line of the Orders that should be sent him. If that Gentleman, the single Director, as my Lord's Friends affect to call him, if that Gentleman's Attachment to your Interests would have given way to his supposed Love of Power, if he would have given himself Leave to preserve that Power *at your Expence*, many of you know, 'tis fit all of you should know, that you and I might have spared ourselves the Trouble we are giving each other at this Moment: *upon those Terms* he might have been spared a great deal of Trouble, to which he has lately exposed himself.

Let us return from this Digression—and here we close our second Head, having submitted to your Consideration such Reasons as seem to warrant this Conclusion, that whichever Alternative my Lord will finally abide by, whether he chuses to suppose the Mogul Constitution broken up and destroyed or still subsisting, either Way his Claim is equally invalid, and can neither be maintained on the Principles of that Constitution, nor on those of this or any Country, in which the Duties and Rights arising from the Relation of a Servant to his Master, or  
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an Officer to the Prince, State, or Company that employs him, have been at all recognized and understood.

The last Consideration, which I proposed to trouble you with, was the probable Consequence of affirming his Claim in the Manner it has been made: and tho' this Consequence results strongly from what has been said, I think it important enough to present it as a distinct Article to your Consideration.

Let not your Ideas of the noble Lord's Merit (for that he has Merit, I never meant, it would be unjust to deny) influence you to give gratuitously what in point of Justice there is clearly no Right to demand. The pernicious Consequences to you will be beneficial to those who have not that Merit, most likely be so to those who have no Merit at all. So pernicious will those Consequences be, that if, in your Opinion, the present Condition of *Bengal* renders it absolutely necessary you should give his Lordship the Trouble of another Voyage to *India*, and your own Opulence or his Dignity disposes you to desire this Favour upon Terms of great Advantage to him, reward him up to the vainest Ideas of his past Services or most romantic Expectation of future; but let not that Reward be your Affirmance or Acquiescence in a Claim, which, if it has in any Degree your Sanction, may be fatal to the Company.

To affirm his Title to the thing he claims, is to establish a Principle, upon which every Officer entrusted with the Direction of your Power in *Indostan* will suppose himself authorized to employ that Power in making private Acquisi-

tions of Money or Land for his own Benefit. To set the Mischief of this Idea in the strongest Light, imagine for a Moment that you were now Renters under your own Servants, Mr. *Vansittart* &c. of all the Lands you possess in *India* at half their annual Value. Who is absurd enough to endure that Imagination? And yet there is as much Reason for your becoming Renters to those Gentlemen in that Manner as for remaining so to the noble Lord; unless the Circumstance of his having done without your Leave or Privy what they likewise might have done, but did not, gives him a Preference. Thro' those Gentlemen's stricter Notions of their Duty, you have escaped that Danger; but does no Danger remain?

You have a great Force in *India*. Multitudes are continually crowding into your Service. It is the Object of all the destitute, the avaritious, and the ambitious. Is this then the Hour to hold out Encouragement not to promote your mercantile Interests, nor even to plan Conquests with a View to your Emolument, but to foment such Sort of War, and to wage it in such Manner, and to such Purposes, as will best serve to accumulate upon Individuals Riches unknown before in *Europe*. The Mischief will not be confined to your military Department; the civil will catch the Contagion. If your soberest Servants find themselves encouraged by any Precedent, to turn off their Attention to the Acquisition, by Force or Intrigue, of an Influence among the Country Powers, with a View to derive from thence a private Benefit, the Means of doing this are so open, the Temptation

ation so strong, that few will have the Virtue to resist it. Few can resist the Allurement of great Fortunes to be obtained without Industry and without Merit. Few will persist in their destined Drudgery in your Service, with a Prospect at the End of a long and laborious Life of attaining scarce a hundredth Part of the Reward, which it is in their immediate Power to seize; and while other "Individuals" are "in Consequence of their Success acquiring large Estates," *They* would learn to fear "what the World would say, should they come home and rest upon the Generosity of the Court of Directors." This Country will then swarm with Omrahs. *Indostan* will be parcell'd out into Jaghires. Your Trade will be neglected: Your Funds, until they are exhausted, will be employed in acquiring and defending Titles, in which *you* have no Interest. Great Men, and little ones who will soon become great, the hungry Dependents and Instruments of Power, will be thus provided for; and a new Source of Influence to be employ'd in the West will be (if it is not already) open'd in the East. Such is your Situation; and this the Moment to determine, whether you will check this inordinate Lust of Gain, or indulge it. The Fate of the Company depends on the Resolution you take.

After all, perhaps, upon cooler Consideration you will find the Condition of your Settlement is far from requiring this dangerous Remedy. If Major *Adams* with a small Force could defeat the *Nabob* at the Head of a powerful and numerous Army, surely the same Officer reinforced, as he will soon be, might be trusted to

pursue his Victory over the broken Remains of that Army.

Perhaps I ought not to conclude without requesting your Indulgence to the Inaccuracies unavoidable in so hasty a Composition. You would have been troubled with these Sentiments much sooner, if the noble Lord had not told us at the General Court, that it was not his Intention to refer this Question to your Decision. The public Intimation of his present Intention in that respect is so recent, that it has hardly afforded Time to throw them upon Paper. The Author flatters himself, you will find them such as became a Man concerned for the Honour and Prosperity of the Company, and regardful of the Relation this important Branch of Trade bears to the Well-being of his Country. If in expressing them the noble Lord should think his Conduct or his Arguments treated with more Freedom than they ought, his Example must be my Excuse. He will be pleased to recollect, who it was that first brought the Question to the Tribunal of the Public, a Question that on many Accounts had been better reserved to a more private Discussion. I have a better Opinion of his Lordship's Justice, than to suppose he would wish you to decide it without hearing all that can be said on both Sides, not to mention that his Letter expresses, in various Parts of it, a Desire to know what can be objected to a Claim, which he thought so clear. It has been my Aim to write with every Degree of Reserve, and Respect for his real Merit, that can consist with the Opinion I entertain; that  
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be that Merit great as it may, it affords not an adequate Pretension to the Thing he demands. To grace himself with infinite Commendation in every Page of his Letter was essential to his Manner of arguing; it was not a Sally of "ostentatious Vanity," but really necessary to his Lordship's Argument. To correct the Excess of that Argument, and to let in a fairer and fuller Light on the Subject was equally necessary to mine. The Liberty his Lordship has taken in this and other Publications with Names, which in my Judgment the Company has every Reason to hold dear, has not provoked me to go further into that sort of Discussion than my present Subject required. In this I claim some Merit with his Lordship: It intitles me to expect, that if on some future Occasion a fuller Understanding of those Passages should be requisite, his Lordship with the Greatness and Liberality of a noble Mind will hold me excused in pursuing that Discussion, disagreeable as it will be to me, a little further.

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